

WORKFORCE INVESTMENT ACT
DISPLACED HOMEMAKER PROGRAM
REQUEST FOR PROPOSALS
PROGRAM YEAR 2004

JULY 1, 2004 THROUGH JUNE 30, 2005

TABLE OF CONTENTS

SECTION I - CONTRACTUAL TERMS AND CONDITIONS

| | | |
|-----|-------------------------------------|---|
| I-A | Purpose..... | 1 |
| I-B | General..... | 1 |
| I-C | Issuing Office | 1 |
| I-D | Grant Administrator | 2 |
| I-E | Term of Grant..... | 2 |
| I-F | Grantee's Responsibilities..... | 2 |
| I-G | News Releases..... | 2 |
| I-H | Acknowledgment of Grantor | 2 |
| I-I | Disclosure..... | 2 |
| I-J | Grant Invoicing and Payment | 3 |
| I-K | Records Maintenance | 3 |
| I-L | Indemnification..... | 3 |
| I-M | Grantee's Liability Insurance..... | 5 |
| I-N | Cancellation | 6 |
| I-O | Assignment..... | 7 |
| I-P | Non-Discrimination Clause | 7 |
| I-Q | Modification of Service | 7 |
| I-R | Acceptance of Proposal Content..... | 7 |

SECTION II - WORK STATEMENT

| | | |
|------|---------------------------|----|
| II-A | Background/Overview | 9 |
| II-B | Purpose/Objectives..... | 9 |
| II-C | Tasks | 10 |

SECTION III - APPLICANT INFORMATION

| | | |
|-------|---|----|
| III-A | Pre-Proposal Meeting/Questions | 11 |
| III-B | Proposals | 11 |
| III-C | Review and Selection Criteria..... | 11 |
| III-D | Independent Budget Determination..... | 12 |
| III-E | Changes in the RFP..... | 13 |
| III-F | Proposal Receipt | 13 |
| III-G | Award..... | 13 |
| III-H | Minority/Women/Disabled Subcontracting..... | 13 |

TABLE OF CONTENTS (continued)

SECTION IV - INFORMATION REQUIRED FROM APPLICANTS

| | | |
|------|--|----|
| IV-A | Economy of Preparation..... | 15 |
| IV-B | Cover/Signature Page | 15 |
| IV-C | Management Summary | 15 |
| IV-D | Certifications and Additional Information..... | 17 |
| IV-E | Budget | 17 |
| IV-F | Submission of Proposal..... | 17 |

APPENDICES

| | | |
|------------|--|----|
| Appendix A | Career Education Consumer Report System..... | 19 |
| Appendix B | Review and Selection Guidelines | 20 |

ATTACHMENTS

Attachments 1, 2, 3, 4, 5, 7, and 8 must be included in the proposal package submitted

| | |
|--------------|---|
| Attachment 1 | Cover/Signature Page |
| Attachment 2 | MWA Letter of Coordination and Support Form |
| Attachment 3 | Displaced Homemaker Program Budget |
| Attachment 4 | DLEG Equal Opportunity Policy |
| Attachment 5 | Certification Regarding Debarment, Suspension, Ineligibility, Voluntary Exclusion |
| Attachment 6 | Instructions for Certification |
| Attachment 7 | Certification Regarding Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements |
| Attachment 8 | Previous Demonstrated Experience |

SECTION I CONTRACTUAL TERMS AND CONDITIONS

I-A PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit competitive grant proposals to deliver employment and training services to Displaced Homemakers throughout the state under the guidelines of the Workforce Investment Act (WIA).

This RFP contains the instructions and criteria governing Michigan Department of Labor & Economic Growth (DLEG) funding of the WIA Displaced Homemaker Program (DHP).

I-B GENERAL

This RFP does not commit the DLEG to award funding, to pay any costs incurred in the preparation of a proposal in response to this RFP, or to procure or contract for services. The DLEG reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with all qualified sources, or to cancel, in part or in whole, this RFP if it is in the best interest of the state.

The DLEG is not liable for any costs incurred by any applicant prior to the issuing of the Grant Action Notice (GAN). Payment in any given grant period is contingent upon enactment of federal and state appropriations. Total liability of the state is limited to the terms and conditions of this RFP and the resulting grant.

A total of \$425,000 of WIA Dislocated Worker funds, reserved for Statewide Activities, are available to be awarded for DHPs throughout the state. The DHPs will operate for the period July 1, 2004, through June 30, 2005.

Administrative costs must be limited to no more than ten percent of the grant. Administration between the Michigan Works! Agency (MWA) and the DHP service provider(s) is to be negotiated at the local level prior to submission of a proposal to the DLEG.

I-C ISSUING OFFICE

This RFP is issued by the DLEG. The DLEG is the sole point of contact with regard to all procurement and grant matters relating to the services described herein. The DLEG is the only office authorized to change, modify, amend, alter, clarify, etc., the specifications, terms, and conditions of this RFP, and any grant awarded as a result of this RFP. The DLEG will remain the SOLE POINT OF CONTACT throughout the procurement process. All communications concerning this RFP must be addressed to:

Mr. Gary Clark, WIA Section Chief
Office of Workforce Development
Michigan Department of Labor & Economic Growth
201 North Washington Square
Victor Office Center, 5th Floor
Lansing, Michigan 48913

Copies of the WIA rules and regulations may be obtained by contacting the U.S. Department of Labor at <http://www.doleta.gov>.

I-D GRANT ADMINISTRATOR

Upon execution of the GAN to the local MWA, a Grant Administrator for the DLEG will be assigned for oversight and technical assistance for the term of the grant.

I-E TERM OF GRANT

The DHP is competitively bid for the WIA program year, a 12-month period of time. Therefore, all funds must be expended and all participants served must be exited by June 30, 2005, or co-enrolled into a local WIA program, as appropriate. Carry forward of DHP grant dollars and participants into a Program Year 2005 DHP is not permitted.

I-F GRANTEE'S RESPONSIBILITIES

The Grantee will be required to assume responsibility for all grant activities offered in this proposal, regardless of whether or not the Grantee performs them. The DLEG will consider the Grantee to be the sole point of contact with regard to grant matters, including payment of any and all charges resulting from the anticipated grant. If any part of the work for this program is to be subcontracted, responses to this RFP shall include a list of subcontractors, with complete name, address, and contact person information, a description of the work to be performed, and information concerning the subcontractors' organizational abilities. The DLEG reserves the right to approve subcontractors for this program, and to require the Grantee to replace subcontractors deemed unacceptable. The Grantee is totally responsible for adherence by the subcontractor(s) to all provisions of the grant.

I-G NEWS RELEASES

News releases pertaining to this RFP or the services, study, data, or project to which it relates will not be made without prior written approval from the DLEG, and then only in accordance with explicit written instructions. No results of the program are to be released without prior approval of the DLEG, and then only to persons designated to receive such information.

I-H ACKNOWLEDGMENT OF GRANTOR

The Grantee shall acknowledge the DLEG as the Grantor of funds when developing information for internal purposes or public dissemination, regardless of whether the information is in written or oral form.

I-I DISCLOSURE

All information in the applicant's proposal is subject to disclosure under the provisions of Public Act No. 442 of 1976, commonly known as the "Freedom of Information Act." This act also provides for the complete disclosure of grants and attachments thereto.

I-J GRANT INVOICING AND PAYMENT

1. Cash Requests for Payment

Cash Requests shall be submitted on an as-needed basis and based on immediate needs only.

2. Fiscal Reporting - Quarterly Expenditure Reports

The DHP requires preparation and submission of quarterly expenditure reports (Form OWD-138), as well as a final closeout expenditure report (Form OWD-167). These financial reports must have an original signature of an authorized official responsible for the accuracy of the report and be signed by someone other than the individual preparing the report. Quarterly reporting must be on an accrued basis. The financial reports must be traceable to financial journals, ledgers, and worksheets. All costs reported must have adequate documentation on file. Unsupported expenditures may be an audit exception and may be disallowed. One copy of the Quarterly Expenditure Report with an original signature shall be submitted by the 20th calendar day of the month following the quarterly report period (October 20, January 20, April 20, and July 20). Fiscal Reporting is based on accrued expenditures as required in the WIA.

I-K RECORDS MAINTENANCE

The Grantee will be required to maintain all pertinent financial and accounting records and evidence pertaining to the grant in accordance with generally accepted accounting principles and other procedures as specified by the DLEG. Financial and accounting records shall be made available, upon request, to the DLEG, its designees, or the Michigan Department of Auditor General at any time during the grant period, and any extension period.

The Grantee will be required to maintain all pertinent Displaced Homemaker participant records on the One-Stop Management Information System (MIS), as well as in the participant's file.

The Grantee shall maintain all records pertaining to the contract for three years beyond the acceptance by the state of the final closeout report for the contract. If litigation, audit, or claim is begun prior to the expiration of the three-year retention period, the Grantee must retain the records until the litigation, audit, or claim has been resolved.

I-L INDEMNIFICATION

The Grantee shall indemnify, defend, and hold harmless the state, its departments, divisions, agencies, sections, commissions, officers, employees, and agents from, and against, all losses, liabilities, penalties, fines, damages, and claims (including taxes), and all related costs and expenses (including reasonable attorney fees and disbursements and costs of investigation, litigation, settlement, judgments, interest, and penalties), arising from, or in connection with, any of the following:

1. Any claim, demand, action, citation, or legal proceeding against the state, its employees, and agents arising out of, or resulting from: (a) the product provided, or (b) performance of the work, duties, responsibilities, actions, or omissions of the Grantee, or any of its subcontractors, under this grant;
2. Any claim, demand, action, citation, or legal proceeding against the state, its employees, and agents arising out of, or resulting from, a breach by the Grantee of any representation or warranty made by the Grantee in the grant;
3. Any claim, demand, action, citation, or legal proceeding against the state, its employees, and agents arising out of, or related to, occurrences that the Grantee is required to insure against as provided for in this grant;
4. Any claim, demand, action, citation, or legal proceeding against the state, its employees, and agents arising out of, or resulting from, the death or bodily injury of any person, or the damage, loss, or destruction of any real or tangible personal property in connection with the performance of services by the Grantee, by any of its subcontractors, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable; provided, however, that this indemnification obligation shall not apply to the extent, if any, that such death, bodily injury, or property damage is caused solely by the negligence or reckless or intentional wrongful conduct of the state;
5. Any claim, demand, action, citation, or legal proceeding against the state, its employees, and agents which results from an act or omission of the Grantee, or any of its subcontractors, in its or their capacity as an employer of a person;
6. Any claim, demand, action, citation, or legal proceeding against the state, its employees, and agents incurred in connection with any action or proceeding threatened or brought against the state to the extent that such action or proceeding is based on a claim that any piece of equipment, software, commodity, or services supplied by the Grantee or its subcontractors, or the operation of such equipment, software, commodity, or service, or the use or reproduction of any documentation provided with such equipment, software, commodity, or service infringes any United States or foreign patent, copyright, trade secret, or other proprietary right of any person or entity, which right is enforceable under the laws of the United States. In addition, should the equipment, software, commodity, or service, or the operation thereof become, or in the Grantee's opinion be likely to become, the subject of a claim of infringement, the Grantee shall at the Grantee's sole expense: (a) procure for the state the right to continue using the equipment, software, commodity, or service if such option is not reasonably available to the Grantee, (b) replace or modify the same with equipment, software, commodity or service of equivalent function and performance so that it becomes non-infringing, or, if such option is not reasonably available to the Grantee, (c) accept its return by the state with appropriate credits to the state against the Grantee's charges and reimburse the state for any losses or costs incurred as a consequence of the state ceasing its use and returning it.

In any and all claims against the state, or any of its agents or employees, by any employee of the Grantee or any of its subcontractors, the indemnification obligation under the grant shall not be limited in any way by the amount or type of damages, compensation, or benefits payable by or for the Grantee or any of its subcontractors under workers' disability compensation acts, disability benefits acts, or other employee benefits acts. This indemnification clause is intended to be comprehensive. Any overlap in subclauses, or the fact that greater specificity is provided as to some categories or risk, is not intended to limit the scope of indemnification under any other subclause.

I-M GRANTEE'S LIABILITY INSURANCE

The Grantee shall purchase and maintain such insurance as will protect its agency from claims set forth below or which may arise out of, or result from, the Grantee's operations under the grant, whether such operations be by itself, by any subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. Claims under workers' disability compensation, disability benefit, and other similar employee benefit act. A non-resident Grantee shall have insurance for benefits payable under Michigan's Workers' Disability Compensation Law for any employee resident of, and hired in, Michigan; and as respects any other employee protected by workers' disability compensation laws of any other state the Grantee shall have insurance or participate in a mandatory state fund to cover the benefits payable to any such employee.
2. Claims for damages because of bodily injury, occupational sickness or disease, or death of their employees.
3. Claims for damages because of bodily injury, sickness, disease, or death of any person other than their own employees, subject to limits of liability of not less than \$100,000 each occurrence and, when applicable, \$300,000 annual aggregate, for non-automobile hazards and, as required by law, for automobile hazards.
4. Claims for damages because of injury to, or destruction of, tangible property, including loss of use resulting therefrom, subject to a limit of liability of not less than \$50,000 each occurrence for non-automobile hazards and, as required by law, for automobile hazards.
5. Insurance for Subparagraphs 3 and 4 non-automobile hazards on a combined single limit of liability basis shall not be less than \$100,000 each occurrence and, when applicable, \$300,000 annual aggregate.

The insurance shall be written for not less than any limits of liability herein specified or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Grantee's obligations under the Indemnification clause of the Grant/Purchase Order.

I-N CANCELLATION

1. The state may cancel the grant for default by the Grantee. Default is defined as the failure of the Grantee to fulfill the obligations of the grant. In case of default by the Grantee, the DLEG may immediately, and/or upon 30 days prior written notice to the Grantee, cancel the grant without further liability to the state, its departments, divisions, agencies, sections, commissions, officers, agents, and employees; transfer responsibility for the services to another source; and hold the Grantee responsible for any excess costs incurred.
2. The state may cancel the grant in the event the DLEG no longer needs the services or products specified in the grant, or in the event of program changes, changes in laws, rules or regulations, relocation of offices, or the state determines that statewide implementation of the grant is not feasible, or if prices for additional services requested by the state are not acceptable to the state. The DLEG may cancel the grant without further liability to the state, its departments, divisions, agencies, sections, commissions, officers, agents, and employees by giving the Grantee written notice of such cancellation 30 days prior to the date of cancellation.
3. The state may cancel the grant for lack of funding. The Grantee acknowledges that if this grant extends for several fiscal years, continuation of the grant is subject to appropriation of funds for the grant. If funds to enable the state to effect continued payment under this grant are not appropriated, or otherwise made available, the state shall have the right to terminate this grant without penalty at the end of the latest period for which funds have been appropriated or otherwise made available by giving written notice of termination to the Grantee. The state shall give the Grantee written notice of such non-appropriation within 30 days after it receives notice of such non-appropriation.
4. The state may immediately cancel the grant without further liability to the state, its departments, agencies, and employees if the Grantee, an officer of the Grantee, or an owner of a 25 percent or greater share of the Grantee is convicted of a criminal offense incident to the application for, or performance of, a state, public, or private grant, contract, or subcontract; convicted of a criminal offense, including but not limited to, any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees; convicted under state or federal antitrust statutes; or convicted of any other criminal offense that, in the sole discretion of the state, reflects on the Grantee's business integrity.
5. The state may immediately cancel the grant, in whole or in part, by giving notice of termination to the Grantee if any final administrative or judicial decision or adjudication disapproves a previously approved request for purchase of personal services pursuant to Constitution 1963, Article 11, Section 5 and Civil Service Rule 4-6.

6. The state may, within 30 days written notice to the Grantee, cancel the grant in the event the budget proposed for grant modification/extension is unacceptable to the state. See Section I-Q, Modification of Service.
7. The state may cancel the grant if the Grantee breaches, or is in default of any obligation incapable of cure. If the default is capable of cure, the Grantee will be given 30 days to cure the default, after written notice of the default is provided to the Grantee by the Grantor. If the cure is not made, the state may cancel the grant, in whole or in part, for cause, as of the date specified in the notice of cancellation.

I-O ASSIGNMENT

The Grantee may not assign the right to receive money due under the grant without the prior written consent of the Grant Administrator.

I-P NON-DISCRIMINATION CLAUSE

In the performance of any grant/contract or purchase order resulting from this RFP, the applicant agrees not to discriminate against any employee or applicant for employment with respect to their hire, tenure, terms, conditions, privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, or physical or mental disability. The applicant further agrees that every subcontract entered into for the performance of any grant/contract or purchase order resulting from this RFP will contain a provision requiring non-discrimination in employment, which is binding upon each subcontractor. This covenant is required pursuant to Acts 220 and 453 of the Public Acts of the State of Michigan of 1976, as amended, and any breach thereof may be regarded as a material breach of the grant/contract or purchase order. (See DLEG Equal Opportunity Policy, Attachment 4.)

I-Q MODIFICATION OF SERVICE

The DLEG reserves the right to modify the service under the grant during the course of the grant. Such modification may include adding or deleting tasks that the services shall encompass and/or any other modifications deemed necessary. Any changes (increases or decreases) in the budget proposed by the Grantee are subject to acceptance by the state.

In the event changes are not acceptable to the DLEG, the grant may be subject to competitive grant procedures based upon the new service requirements.

I-R ACCEPTANCE OF PROPOSAL CONTENT

The contents of this document and the proposal will become part of the grant obligations, if a grant ensues. The following constitutes the complete and exclusive statement of the agreement between the parties as it relates to this transaction:

1. This DLEG RFP (including subsequent written clarification provided in response to questions raised through correspondence) and any Addenda thereto;
2. Grantee's Response(s) to this RFP and Addenda; and
3. Final Executed Grant.

Failure of a successful applicant to accept these obligations may result in cancellation of the award.

The DLEG further reserves the right to interview the key personnel assigned to this project by the successful applicant and to recommend reassignment of personnel deemed unsatisfactory. The DLEG reserves the right to approve subcontractors for this project and to require the Grantee to replace subcontractors who are deemed unacceptable.

The failure of a party to insist upon strict adherence to any term of the grant resulting from this RFP shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term, of the grant.

Any grant resulting from this RFP may not be modified, amended, extended, or augmented, except in writing, executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

Each provision of the grant shall be deemed to be severable from all other provisions of the grant and, if one or more of the provisions of the grant shall be declared invalid, the remaining provisions of the grant shall remain in full force and effect.

This grant shall in all respects be governed by, and construed in accordance with, the laws of the State of Michigan.

SECTION II WORK STATEMENT

II-A BACKGROUND/OVERVIEW

The DLEG is interested in funding a number of DHPs throughout the State of Michigan for the period July 1, 2004, through June 30, 2005, with WIA Dislocated Worker/Statewide Activity funds. Grant funds for successful applicants will be awarded to the appropriate MWA; subcontractor awards will be from the MWA.

The definition of a “Displaced Homemaker” is as follows:

An individual who has been providing unpaid services to family members in the home and who:

- 1) Has been dependent on the income of another family member but is no longer supported by that income, and
- 2) Is unemployed or underemployed and is experiencing difficulty in obtaining or upgrading employment.

Participants served by DHPs must meet the eligibility criteria stated above and be:

- 1) Eighteen years of age or older,
- 2) A citizen of the United States, or an eligible non-citizen, and
- 3) Registered with Selective Service (if applicable).

II-B PURPOSE/OBJECTIVES

The purpose of the DHP is to provide workforce investment activities, through statewide and local workforce investment systems, that will increase the employment, retention, and earnings of participants; increase occupational skill attainment by participants; and as a result, improve the quality of the workforce and reduce welfare dependency.

Employment and training services must include core, intensive, and training services as defined in the WIA.

A comprehensive approach must be established to devise and implement a system for assessing employment and training needs of Displaced Homemakers and for obtaining services and assistance necessary to meet those needs. Services must be tailored to meet the participants' individual needs. The DHP applicants must address the issues specified in the Management Summary, Section IV-C and meet or exceed the following performance measures:

1. Entered Employment Rate of 79 Percent - The Entered Employment Rate is defined as the number of Displaced Homemakers who have entered employment by the end of the first quarter after exit, divided by the number of Displaced Homemakers who exit during the quarter.

2. Employment Retention Rate at Six Months of 85.5 Percent - The Employment Retention Rate at Six Months is defined as the number of Displaced Homemakers who are employed in the third quarter after exit, divided by the number of Displaced Homemakers who exit during the quarter.
3. Earnings Replacement Rate in Six Months of 92.4 Percent - The Earnings Replacement Rate in Six Months is defined as total post-program earnings, divided by the pre-dislocation earnings.
 - a. Post-program earnings: earnings in 2nd and 3rd quarters after exit
 - b. Pre-dislocation earnings: earnings in 2nd and 3rd quarters prior to dislocation
4. Employment and Credential Rate of 63 Percent - The Employment and Credential Rate is defined as the number of Displaced Homemakers who were employed in the first quarter after exit and received a credential by the end of the third quarter after exit, divided by the number of Displaced Homemakers who exited services during the quarter.
5. Achievement of a Participant Satisfaction Rating of 70 Percent.
6. Achievement of an Employer Satisfaction Rating of 70 Percent.

II-C TASKS

The following tasks must be performed to achieve program objectives:

1. The applicant must coordinate with the local MWA One-Stop Service Center(s) for providing core, intensive, and training services. Participants must receive core services before they can receive intensive services. Once the participant has received core services and intensive services, they may be eligible to receive training services.
2. All training services under the WIA must be provided by an eligible training provider that appears on the Career Education Consumer Report System (CECRS). The Internet website address for the CECRS is www.mycareereducation.org. Refer to Appendix A for further information. If training services are provided, they must be through an Individual Training Account system.
3. Applicants selected for funding will be required to report participant data in the DLEG's One-Stop Management Information System, through its local MWA.

SECTION III APPLICANT INFORMATION

III-A PRE-PROPOSAL MEETING/QUESTIONS

A pre-proposal meeting will not be held. Questions from applicants concerning requirements in this RFP must be submitted by **5:00 p.m.** on Thursday, April 29, 2004, via e-mail, to Mr. Gary Clark, WIA Section Chief, Workforce Transition Division, Office of Workforce Development (OWD), at ClarkG1@michigan.gov.

Questions must arrive no later than the date and time specified above. Questions received after this date and time will not be answered. The DLEG will not respond to telephone inquiries or visitation by applicants or their representatives. Replies will be sent via e-mail by 5:00 p.m. on Monday, May 3, 2004. Only the questioner will receive the e-mail containing the reply to their question.

III-B PROPOSALS

To be considered, each applicant must submit a COMPLETE response to this RFP, using the format provided in Section IV. No other distribution of proposals is to be made by the applicant. The proposal must be signed in ink by an official of the applicant agency authorized to bind the applicant to its provisions. The proposal must include a statement as to the time period during which it remains valid. This period must be at least 60 days from the due date for responses to this RFP.

III-C REVIEW AND SELECTION CRITERIA

Proposals will be evaluated by utilizing the following criteria:

a. Threshold Requirements

- The applicant agency must have no outstanding liability or debts with DLEG/OWD.
- Attachments 1, 2, 3, 4, 5, 7, and 8 must be completed, signed, and submitted, as appropriate, as part of the RFP response.
- Proposals must be signed in ink, submitted by the time deadline indicated, and submitted in the required format as provided in Section IV.

b. Review of Proposal

Proposals meeting the threshold requirements will be evaluated based upon the following weighted factors:

1. Project Narrative;
2. Planned Performance Levels (Defined in Section II-B); and
3. Previous Demonstrated Experience.

All proposals meeting the threshold requirements will be reviewed and a determination regarding funding will be made based upon the scoring method outlined in Appendix B. Any proposal receiving less than 75 points out of the 100 possible points will not be given further consideration for funding.

Proposals recommended for funding will be sent to the Workforce Programs Director for final approval. Once final approval has been obtained, applicant agencies will be notified.

III-D INDEPENDENT BUDGET DETERMINATION

- I. By submission of a proposal, the applicant certifies, and in the case of a joint proposal, each party certifies as to its own organization, that in connection with this proposal:
 - a. The budget in the proposal has been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such budget with any other applicant or with any competitor;
 - b. Unless otherwise required by law, the budget quoted has not been knowingly disclosed by the applicant and will not knowingly be disclosed by the applicant prior to award, directly or indirectly, to any other applicant or to any competitor; and
 - c. No attempt has been made, or will be made, by the applicant to induce any other person or firm to submit, or not submit, a proposal for the purpose of restricting competition.

2. Each person signing the proposal certifies that she/he:
 - a. Is the person in the applicant's organization responsible within that organization for the decision as to the budget being offered in the proposal and has not participated (and will not participate) in any action contrary to l.a., b., and c. above; or
 - b. Is not the person in the applicant's organization responsible within that organization for the decision as to the budget being offered in the proposal but has been authorized, in writing, to act as agent for the persons responsible for such decision in certifying that such persons have not participated (and will not participate) in any action contrary to l.a., b., and c. above.
3. A proposal will not be considered for award if the sense of the statement required in the "Independent Budget Determination" (Section IV-E) has been altered so as to delete or modify l. a., c., or 2. a. and b., above. If l.b. has been modified or deleted, the proposal will not be considered for award unless the applicant submits, with the proposal, a signed statement which sets forth in detail the circumstances of the disclosure and the DLEG determines that such disclosure was not made for the purpose of restricting competition.

III-E CHANGES IN THE RFP

Changes made to the RFP as the result of responses made to questions or concerns raised through correspondence will be put in writing to each potential applicant. The DLEG will not respond to telephone inquiries or visitation by applicants or their representatives. The DLEG does not commit to answering questions received after the date and time specified in Section III-A.

III-F PROPOSAL RECEIPT

The DLEG's OWD must receive proposals by **5:00 p.m. on Wednesday, May 5, 2004.** Applicants are responsible for the timely receipt of their proposal. **Proposals which are received after the specified due date and time will not be considered for funding.**

III-G AWARD

The DLEG reserves the right to award by item, part or portion of an item, group of items or total proposal, to reject any and all proposals in whole or in part, if, in the department director's judgment, the best interest of the state will be so served. In determination of awards, the qualifications of the applicant, conformity with the specifications of services to be provided, and the delivery terms will be considered.

III-H MINORITY/WOMEN/DISABLED SUBCONTRACTING

To help ensure participation on state contracts by minority, women, and persons with disabilities owned and operated businesses, the State of Michigan strongly encourages companies, when responding to RFPs and Request for Quotations, to subcontract with certified minority, women, and persons with disabilities owned and operated businesses.

Applicants should indicate in their response the names, addresses, and type of work assigned for each proposed minority/women/persons with disabilities owned and operated business that will be a subcontractor. The total amount and/or percentage of dollars to be paid to such subcontractor(s) should be included with the budget submission.

SECTION IV INFORMATION REQUIRED FROM APPLICANTS

All proposals are to be submitted in the format outlined below. There should be no attachments, enclosures, or exhibits other than those required by the DLEG, or those considered by the applicant, to be essential to provide a complete understanding of the proposal submitted. Each section of the proposal should be clearly identified with appropriate headings. **Do not include a cover letter and do not put the proposal in a notebook or binder.**

IV-A ECONOMY OF PREPARATION

Each proposal should be prepared simply and economically, providing a straightforward, concise description of the applicant agency's ability to meet the requirements of the RFP. Fancy bindings, colored displays, promotional materials, etc., will receive no evaluation credit. Emphasis should be on completeness and clarity of content.

IV-B COVER/SIGNATURE PAGE

Attachment 1, Cover/Signature Page, must be prepared as the first page of the proposal. Provide identifying information about the organization and the project contact person that will perform, or assist in performing, the work hereunder. The Cover/Signature Page must contain the signature of the person authorized to sign official documents for the organization. Indicate if the applicant agency is a private for-profit, private nonprofit, public nonprofit, governmental, school district, or other (specify).

IV-C MANAGEMENT SUMMARY

1. Project Narrative

- a. Provide a brief narrative of the program design and description of services to be delivered. Discuss procedures to outreach, inform, and recruit participants, including Equal Opportunity protected group members (see Attachment 4).
- b. WIA formula funds allocated to local areas must be used to provide core, intensive, and training services. Describe the progression of participants through core and intensive services to training. Also describe workforce investment activities (i.e., core, intensive, and training services) to be provided that will increase the employment, retention, and earnings of participants, and increase occupational skill attainment by participants.
- c. Core, intensive, and training services must be coordinated with the local MWA One-Stop Service Center. Describe how this coordination will be accomplished to ensure the efficient delivery of such services. The MWA director must complete and sign a Letter of Coordination and Support Form (Attachment 2). Please note that only one Letter of Coordination and Support Form is required, and it must be from the MWA who will receive the grant and assume grant recipient responsibilities.

- d. A policy on supportive services must be developed that ensures resource and service coordination in the local area. The policy must address procedures for referral to supportive services, including how such services will be funded when funding is not otherwise available from other sources. The provision of accurate information about the availability of supportive services in the local area, as well as referral to such activities, is one of the core services that must be made available. Local areas may establish limits on the provision of supportive services. The supportive services policy must be included in the narrative.
- e. Job development and identification of employment opportunities for DHP participants are core components for a successful DHP. Describe how job development and the identification of employment opportunities will occur.
- f. Participant data must be reported on the DLEG/MIS through the local MWA. It may be necessary for the Grantee to enter into a contractual arrangement with a MWA. Describe how participant data will be reported on the DLEG/MIS through the local MWA.

2. Planned Performance Levels

Displaced Homemaker Programs must meet or exceed performance levels as outlined in Section II-B, Purpose/Objectives.

3. Previous Demonstrated Experience

Current and previous DHP grant performance will impact the selection process for this RFP. Participant performance will be extracted from the DLEG/MIS.

If the applicant does NOT have a current or previous DHP grant (2001 through June 2004), similar experience relevant to the successful accomplishment of the project defined by this RFP must be described. This includes those instances in which the applicant has contracted with an MWA to provide employment and training services. The following elements MUST be included in your description:

- Identify the MWA or organization that contracted with you to provide services;
- Program design and population served;
- Total amount of funding and unexpended funds at the end of the most recent grant period;
- Beginning and ending dates of the most recent grant period;
- Describe performance measures and indicate if measures were met or exceeded;
- The planned vs. actual number of participants served;
- The cost per participant; and
- Attachment 8 must be signed by the previous grantor to certify the accuracy of the data provided.

IV-D CERTIFICATIONS AND ADDITIONAL INFORMATION

The applicant must complete and submit the certifications provided as Attachments 5 and 7. Instructions regarding debarment and suspension are provided as Attachment 6.

IV-E BUDGET

1. The budget quoted in an applicant's response to this RFP will be for the duration of the grant (July 1, 2004, through June 30, 2005).
2. Program Budget

Attachment 3, the Displaced Homemaker Program Budget, provides planned expenditure information for the duration of the project. The budget will serve as a management tool to chart the progress of the project towards definable outcomes.

Independent Budget Determination: Include a statement as follows: This independent budget is submitted in full compliance with the provisions of Section III-D, titled "Independent Budget Determination," of the RFP.

IV-F SUBMISSION OF PROPOSAL

Submit one signed original and three copies of the complete proposal in accordance with the instructions contained in this RFP.

APPENDICES

APPENDIX A

CAREER EDUCATION CONSUMER REPORT SYSTEM

The intent of the Workforce Investment Act (WIA) is to allow adult and dislocated job seekers, who are eligible to receive training services, freedom of choice in selecting a training program from the state's Eligible Training Program list. While a statewide Consumer Report System is mandated by the WIA, Michigan's commitment extends far beyond compliance with the WIA.

Michigan's Consumer Report System will be known as the Michigan Career Education Consumer Report System (CECRS). The Michigan CECRS is a consumer-oriented website designed to provide the general public with useful and accurate information about education and training programs available throughout the state.

Michigan's CECRS is an integrated, electronic gateway to the labor market for job seekers and employers. The general public will have access to the CECRS directly through the Internet. Individual Training Account (ITA) eligible participants, employers, and other interested individuals will have access to the CECRS through the Michigan Works! Agencies and their Michigan Works! Service Centers.

To ensure that a broad range of providers are included in the training provider database, training providers who wish to receive discretionary funds from the Michigan Department of Labor & Economic Growth (DLEG) will be required to post their program(s) on the CECRS, whether or not they serve WIA-ITA eligible participants.

To be included in the CECRS, all training providers must supply data on each program of study. The data will be electronically entered by the training provider into the CECRS database via the Internet. Program descriptive information and performance data must be submitted for each training site.

Initial WIA eligibility will be granted for a 12 month period to programs operated by educational institutions that are 1) eligible to receive funds under Title IV of the Higher Education Act of 1965, and 2) provide programs that lead to an Associates Degree, Bachelor's Degree, or Certification (e.g., universities, colleges, community colleges, some proprietary schools, etc.), as long as the required descriptive and performance data is entered into the CECRS in a timely manner.

Training providers who wish to have a program certified as WIA-ITA eligible will indicate this on the data entry screen. The information will then be routed to the Workforce Development Board (WDB) for the area in which the training provider is located and/or the training program is offered, for review and approval. The local WDB will review the application and determine whether the information meets the requirements to be WIA-ITA eligible. Once approved, the provider's program will be eligible to serve MWA customers across the state.

Training providers who do not wish to be certified WIA-ITA eligible will electronically post their descriptive data and performance data, which initially includes completion or graduation rate and price (cost to the student) for each program, on the CECRS.

Initial eligibility on the CECRS will begin the date the initial program application is approved. For subsequent eligibility, the CECRS will notify the training provider that program eligibility must be renewed 90 days prior to the eligibility renewal date.

For subsequent eligibility, each training provider will be required to supply data for two additional performance measures for **all** students enrolled in the program. The two additional performance measures are Placement Rate and Wage at Placement.

For **ITA-funded students only** - Additional program-specific performance data will be collected in Michigan's Management Information System, including the following:

- Percentage who completed the training program and are placed in unsubsidized employment;
- Percentage who completed the training, were placed in unsubsidized employment, and remain employed six months after the first day of employment;
- Average wages received by participants who completed the program six months after the first day of employment; and
- Rates of licensure or certification, degree attainment, or other measures of skills of the graduates of the training program.

Minimum acceptable levels of performance will be developed by the DLEG prior to the end of the first year of implementation. For programs to remain WIA-eligible, training providers must submit and meet program performance levels on an annual basis.

APPENDIX B

Review and Selection Guidelines

1. Threshold Requirements:

- The applicant agency must have no outstanding liability or debts with DLEG/OWD.
- Attachments 1, 2, 3, 4, 5, 7, and 8 must be completed, signed, and submitted, as appropriate, as part of the RFP response.
- Proposals must be signed in ink, submitted by the time deadline indicated, and submitted in the required format as provided in Section IV.

2. Proposals will be evaluated based upon the following weighted factors:

| <u>Factor</u> | <u>Points Allowable</u> |
|----------------------------------|-------------------------|
| Project Narrative | 40 |
| Planned Performance Levels | 30 |
| Previous Demonstrated Experience | 30 |

- Although inability to fully expend previous DHP grant funds is not a weighted factor, the DLEG reserves the right to consider such an occurrence during the most recently completed grant period as a factor in its evaluation and approval process for funding.
- Although the cost per participant is not a weighted factor, the DLEG reserves the right to consider this factor in its evaluation and approval process for funding.

ATTACHMENTS

**ATTACHMENTS 1, 2, 3, 4, 5, 7, and 8 (as appropriate) MUST BE INCLUDED
IN THE PROPOSAL PACKAGE SUBMITTED**

**COVER/SIGNATURE PAGE
WIA DISPLACED HOMEMAKER PROGRAM
July 1, 2004 through June 30, 2005**

Applicant Agency: _____

Address: _____

Telephone No.: () _____

Proposal Contact Person: _____ Title: _____

Telephone No.: () _____ Fax No.: () _____

Type of Organization (Check One):

| | | |
|---|--|---|
| <input type="checkbox"/> Private-for-Profit | <input type="checkbox"/> Private-Nonprofit | <input type="checkbox"/> Public-Nonprofit |
| <input type="checkbox"/> Governmental | <input type="checkbox"/> School District | <input type="checkbox"/> Other (Please Specify) |

Amount of Funds Requested: _____ Number of Participants to be Served: _____

PLANNED PERFORMANCE MEASURES (See definitions in Section II-B)

Entered Employment Rate: _____

Employment Retention Rate at Six Months: _____

Earnings Replacement Rate in Six Months: _____

Employment and Credential Rate: _____

Participant Satisfaction Rating: _____

Employer Satisfaction Rating: _____

Michigan Works! Agency areas to be served:

1. _____ 2. _____

I hereby attest that the applicant agency, as described above, has no outstanding liability or debts with the Michigan Department of Labor & Economic Growth.

Authorized Official _____ Title: _____
(Type or Print)

Authorized Official _____ Date: _____
(Signature)

**MICHIGAN WORKS! AGENCY (MWA)
LETTER OF COORDINATION AND SUPPORT FORM**

Applicant Agency: _____

Project Title: _____

This MWA hereby acknowledges that it and the applicant agency named above have coordinated and agreed upon the provision of core, intensive, and training services for the participants to be served under this Displaced Homemaker Program Grant.

This MWA hereby acknowledges that it has received a copy of the proposal from the applicant agency in a timely manner to allow for sufficient time for review and comment.

This MWA (mark one) _____ concurs, _____ does not concur with this proposal. If non-concurrence is noted, please provide comments below:

Signature of MWA Director

Name of MWA

Typed Name of Director

()

Telephone Number

Date

Comments (additional pages may be attached):

ATTACHMENT 3

DISPLACED HOMEMAKER PROGRAM BUDGET
Michigan Department of Labor & Economic Growth
Office of Workforce Development
201 N. Washington Square, 5th Floor
Lansing, Michigan 48913

| | | |
|-------------|-------------------------------------|--|
| AUTHORITY: | RELEVANT U.S. AND MICHIGAN STATUTES | THE MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH WILL NOT DISCRIMINATE AGAINST ANY INDIVIDUAL OR GROUP BECAUSE OF RACE, COLOR, SEX, RELIGION, AGE, WEIGHT, HEIGHT, NATIONAL ORIGIN, MARITAL STATUS, DISABILITY, POLITICAL AFFILIATIONS OR BELIEF, AND FOR BENEFICIARIES ONLY, CITIZENSHIP OR PARTICIPATION IN WIA. |
| COMPLETION: | MANDATORY | |
| PENALTY: | NONE | |

I. IDENTIFICATION

| | | | |
|---|--------------|-----------------|---|
| NAME | | | GRANT NUMBER |
| ADDRESS (Street Number and Name) | | | MODIFICATION NUMBER |
| CITY | STATE | ZIP CODE | GRANT INCLUSIVE DATE FROM: 07/01/04 through 06/30/05 |

II. PLANNED EXPENDITURES

| COST CATEGORIES | WIA | OTHER | TOTALS |
|--------------------|-----|-------|--------|
| ADMINISTRATION | | | |
| CORE SERVICES | | | |
| INTENSIVE SERVICES | | | |
| TRAINING SERVICES | | | |
| SUPPORT SERVICES | | | |
| TOTAL | | | |

**MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH
EQUAL OPPORTUNITY POLICY**

This policy applies to all programs administered by the Michigan Department of Labor & Economic Growth. It is the policy of the State of Michigan to assure that equal opportunity will be provided under any contract, program, or activity funded in whole, or in part, with funds made available by, or through, any state department, institution, or agency.

All recipients of financial assistance are required to assure the equitable treatment of all persons in the opportunity for employment as well as their access to, and receipt of, program services without discrimination based upon religion, race, color, national origin, age, sex, height, weight, marital state, arrest record, disabled, or other non-merit factors.

This policy applies to all programs administered by the state, sub-grantees, contractors, and subcontractors. All personnel will actively promote equal employment opportunity within their respective organizational units. This policy extends to the active recruitment of female and minority-owned enterprises in the delivery of services related to employment and training.

This policy will affect all employment and training practices including, but not limited to: recruitment, hiring, transfer, promotions, training, compensation, benefits, layoffs, placements, and selection of sub-grantees and contractors.

To ensure compliance with the established policy, a goal-oriented program has been structured with specific targets and timetables. Failure on the part of sub-grantees and contractors to comply with this policy will jeopardize initial, continued, or renewed funding under federal and state funded programs.

The Workforce Investment Act (WIA) further requires for all programs receiving financial assistance under Title I of the WIA the following assurance:

As a condition to the award of financial assistance from the United States Department of Labor under Title I of the WIA, the grant applicant assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the WIA of 1998, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of whether citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIA Title I—financially assisted program or activity;
- Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs.

This grant applicant also assures that it will comply with 29 CFR Part 37 and all other regulations implementing the laws listed above. This assurance applies to the grant applicant's operation of the WIA Title I—financially assisted program or activity, and to all agreements the grant applicant makes to carry out the WIA Title I—financially assisted program activity. The grant applicant understands that the United States has the right to seek judicial enforcement of this assurance.

**Certification Regarding
Debarment, Suspension, Ineligibility, Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 20 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

**BEFORE COMPLETING CERTIFICATION, READ ATTACHED
INSTRUCTIONS THAT ARE AN INTEGRAL PART OF THE CERTIFICATION.**

- (1) The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (2) Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

ATTACHMENT 6

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when the transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Procurement or Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the DOL may pursue available remedies, including suspension and/or debarment.

**CERTIFICATION REGARDING LOBBYING
CERTIFICATION FOR CONTRACTS, GRANTS, LOANS,
AND COOPERATIVE AGREEMENTS**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid by, or on behalf of, the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- (2) If any funds, other than federal appropriated funds, have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants and contracts under grants, loans, and cooperative agreements) and that all* sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Grantee/Contractor Organization

Program/Title

Signature of Certifying Official

Date

*NOTE: In these instances, "All," in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB).

PREVIOUS DEMONSTRATED EXPERIENCE

Applicant Agency: _____

Project Title: _____

I, as grantor for the project titled above, hereby acknowledge that I have reviewed the data provided by the above-named applicant agency in regard to the project titled above, and hereby certify the data to be accurate and true.

As grantor for the project titled above, I (mark one) _____ concur, _____ do not concur with this proposal. If non-concurrence is noted, provide comments.

Signature of Certifying Official

Name of Organization

Typed Name and Title

()

Telephone Number

Date

Comments (additional pages may be attached):